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6 Attorneys for Plaintiff  
7 United States of America

8  
9 IN THE UNITED STATES DISTRICT COURT  
10 EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,  
12  
13 Plaintiff,  
14 v.  
15 BRYAN WILLIAMS,  
16 Defendant.

CASE NO.  
PLEA AGREEMENT  
DATE: TBD  
TIME: TBD

17  
18 I. INTRODUCTION

19 A. Scope of Agreement.

20 The information in this case charges the defendant with one violation of 18 U.S.C. § 1344 –  
21 Bank Fraud. This document contains the complete plea agreement between the United States Attorney’s  
22 Office for the Eastern District of California (the “government”) and the defendant regarding this case.  
23 This plea agreement is limited to the United States Attorney’s Office for the Eastern District of  
24 California and cannot bind any other federal, state, or local prosecuting, administrative, or regulatory  
25 authorities.

26 B. Court Not a Party.

27 The Court is not a party to this plea agreement. Sentencing is a matter solely within the  
28 discretion of the Court, and the Court may take into consideration any and all facts and circumstances

1 concerning the criminal activities of defendant, including activities which may not have been charged in  
2 the information. The Court is under no obligation to accept any recommendations made by the  
3 government, and the Court may in its discretion impose any sentence it deems appropriate up to and  
4 including the statutory maximum stated in this plea agreement.

5 If the Court should impose any sentence up to the maximum established by the statute, the  
6 defendant cannot, for that reason alone, withdraw his guilty plea, and he will remain bound to fulfill all  
7 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,  
8 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence he will  
9 receive.

## 10 **II. DEFENDANT'S OBLIGATIONS**

### 11 **A. Guilty Plea.**

12 The defendant will plead guilty to Count One – Bank Fraud, in violation of 18 U.S.C. § 1344.  
13 The defendant agrees that he is in fact guilty of these charges and that the facts set forth in the Factual  
14 Basis for Plea attached hereto as Exhibit A are accurate.

15 The defendant agrees that this plea agreement will be filed with the Court and become a part of  
16 the record of the case. The defendant understands and agrees that he will not be allowed to withdraw his  
17 plea(s) should the Court not follow the government's sentencing recommendations.

18 The defendant agrees that the statements made by him in signing this Agreement, including the  
19 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by  
20 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a  
21 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)  
22 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this  
23 Agreement generally.

24 The defendant acknowledges that under the United States Constitution he is entitled to be  
25 indicted by a grand jury on the charges to which he is pleading guilty and that pursuant to Fed.R.Crim.P.  
26 7(b) he agrees to waive any and all rights he has to being prosecuted by way of indictment to the charges  
27 set forth in the information. The defendant agrees that at a time set by the Court, he will sign a written  
28 waiver of prosecution by Indictment and consent to proceed by Information rather than by Indictment.

1           **B. Restitution.**

2           The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of  
3 certain offenses. The defendant agrees the conduct to which he is pleading guilty requires mandatory  
4 restitution pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii), and agrees to pay restitution to the victim for the  
5 total loss to the victim as a result of the scheme in an amount between \$0 and \$435,601. Restitution  
6 payments shall be by cashier's or certified check made payable to the Clerk of the Court.

7           Defendant further agrees that he will not seek to discharge any restitution obligation or any part  
8 of such obligation in any bankruptcy proceeding.

9           Defendant shall not sell, encumber, transfer, convey, or otherwise dispose of any of his assets  
10 without prior written consent of the United States Attorney, except that the defendant may sell, transfer  
11 or convey personal property (including used vehicles and personal items, but not financial instruments,  
12 ownership interests in business entities or real property) with an aggregate value of less than \$5,000.

13           **C. Fine.**

14           The defendant reserves the right to argue to Probation and at sentencing that he is unable to pay a  
15 fine, and that no fine should be imposed. The defendant understands that it is his burden to affirmatively  
16 prove that he is unable to pay a fine, and agrees to provide a financial statement under penalty of perjury  
17 to the Probation Officer and the government in advance of the issuance of the draft Presentence  
18 Investigation Report, along with supporting documentation. The government retains the right to oppose  
19 the waiver of a fine. If the Court imposes a fine, the defendant agrees to pay such fine if and as ordered  
20 by the Court, up to the statutory maximum fine for the defendant's offense.

21           **D. Special Assessment.**

22           The defendant agrees to pay a special assessment of \$100 at the time of sentencing. If the  
23 defendant is unable to pay the special assessment at the time of sentencing, he agrees to earn the money  
24 to pay the assessment, if necessary by participating in the Inmate Financial Responsibility Program.

25           **E. Violation of Plea Agreement by Defendant/Withdrawal of Plea.**

26           If the defendant violates this plea agreement in any way, withdraws his plea, or tries to withdraw  
27 his plea, this plea agreement is voidable at the option of the government. If the government elects to  
28 void the agreement based on the defendant's violation, the government will no longer be bound by its

1 representations to the defendant concerning the limits on criminal prosecution and sentencing as set  
2 forth herein. A defendant violates the plea agreement by committing any crime or providing or  
3 procuring any statement or testimony which is knowingly false, misleading, or materially incomplete in  
4 any litigation or sentencing process in this case, or engages in any post-plea conduct constituting  
5 obstruction of justice. The government also shall have the right (1) to prosecute the defendant on any of  
6 the counts to which he pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this  
7 plea agreement; and (3) to file any new charges that would otherwise be barred by this plea agreement.  
8 The defendant shall thereafter be subject to prosecution for any federal criminal violation of which the  
9 government has knowledge. The decision to pursue any or all of these options is solely in the discretion  
10 of the United States Attorney's Office.

11 By signing this plea agreement, the defendant agrees to waive any objections, motions, and  
12 defenses that the defendant might have to the government's decision. Any prosecutions that are not  
13 time-barred by the applicable statute of limitations as of the date of this plea agreement may be  
14 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of  
15 limitations between the signing of this plea agreement and the commencement of any such prosecutions.  
16 The defendant agrees not to raise any objections based on the passage of time with respect to such  
17 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy  
18 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as  
19 of the date of this plea agreement. The determination of whether the defendant has violated the plea  
20 agreement will be under a probable cause standard.

21 In addition, (1) all statements made by the defendant to the government or other designated law  
22 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,  
23 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or  
24 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no  
25 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal  
26 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by  
27 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.  
28 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

1           **F.     Asset Disclosure.**

2           The defendant agrees to make a full and complete disclosure of his assets and financial  
3 condition, and will complete the United States Attorney's Office's "Authorization to Release  
4 Information" and "Financial Disclosure Statement" within three (3) weeks from the entry of the  
5 defendant's change of plea, including supporting documentation. The defendant also agrees to have the  
6 Court enter an order to that effect. The defendant understands that if he fails to complete truthfully and  
7 provide the described documentation to the United States Attorney's Office within the allotted time, he  
8 will be considered in violation of the agreement, and the government shall be entitled to the remedies set  
9 forth in section II.E above.

10          Defendant expressly authorizes the United States to immediately obtain a credit report to  
11 evaluate defendant's ability to satisfy any monetary penalty imposed by the court. Defendant also  
12 authorizes the U.S. Attorney's Office to inspect and copy all financial documents and information held  
13 by the U.S. Probation Office.

14                           **III.     THE GOVERNMENT'S OBLIGATIONS**

15           **A.     Dismissals/Other Charges.**

16          The government agrees not to bring any other charges arising from the conduct outlined in the  
17 Factual Basis attached hereto as Exhibit A.

18           **B.     Recommendations.**

19                   1.     Incarceration Range.

20          The government will recommend that the defendant be sentenced to a sentence within the  
21 applicable guideline range as determined by the Court. The government will also recommend a two-  
22 level downward variance at sentencing for notable acceptance of responsibility.

23                   2.     Acceptance of Responsibility.

24          The government will recommend a two-level reduction (if the offense level is less than  
25 16) or a three-level reduction (if the offense level reaches 16) in the computation of his offense level if  
26 the defendant clearly demonstrates acceptance of responsibility for his conduct as defined in U.S.S.G. §  
27 3E1.1. This includes the defendant meeting with and assisting the probation officer in the preparation of  
28 the pre-sentence report, being truthful and candid with the probation officer, and not otherwise engaging

1 in conduct that constitutes obstruction of justice within the meaning of U.S.S.G § 3C1.1, either in the  
2 preparation of the pre-sentence report or during the sentencing proceeding.

3 **C. Use of Information for Sentencing.**

4 The government is free to provide full and accurate information to the Court and Probation,  
5 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate  
6 statements or arguments by the defendant, his attorney, Probation, or the Court. The defendant also  
7 understands and agrees that nothing in this Plea Agreement bars the government from defending on  
8 appeal or collateral review any sentence that the Court may impose.

9 **IV. ELEMENTS OF THE OFFENSE**

10 At a trial, the government would have to prove beyond a reasonable doubt the following  
11 elements of the offense to which the defendant is pleading guilty, bank fraud, in violation of 18 U.S.C. §  
12 1344(2):

13 First, the defendant knowingly carried out a scheme or plan to obtain  
14 money or property from a financial institution by making false statements  
or promises;

15 Second, the defendant knew the statements or promises were false;

16 Third, the statements or promises were material; that is, they had a natural  
17 tendency to influence or were capable of influencing, a financial  
institution to part with money or property;

18 Fourth, the defendant acted with the intent to defraud; and

19 Fifth, the financial institution was federally insured.

20 The defendant fully understands the nature and elements of the crimes charged in the information  
21 to which he is pleading guilty, together with the possible defenses thereto, and has discussed them with  
22 his attorney.

23 **V. MAXIMUM SENTENCE**

24 **A. Maximum Penalty.**

25 The maximum sentence that the Court can impose is 30 years of incarceration, a fine of  
26 \$1,000,000, a 5 year period of supervised release and a special assessment of \$100. By signing this plea  
27 agreement, the defendant also agrees that the Court can order the payment of restitution for the full loss  
28 caused by the defendant's wrongful conduct. The defendant agrees that the restitution order is not

restricted to the amounts alleged in the specific count to which he is pleading guilty. The defendant further agrees, as noted above, that he will not attempt to discharge in any present or future bankruptcy proceeding any restitution imposed by the Court.

**B. Violations of Supervised Release.**

The defendant understands that if he violates a condition of supervised release at any time during the term of supervised release, the Court may revoke the term of supervised release and require the defendant to serve up to two additional years imprisonment.

**VI. SENTENCING DETERMINATION**

**A. Statutory Authority.**

The defendant understands that the Court must consult the Federal Sentencing Guidelines and must take them into account when determining a final sentence. The defendant understands that the Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the Sentencing Guidelines and must take them into account when determining a final sentence. The defendant further understands that the Court will consider whether there is a basis for departure from the guideline sentencing range (either above or below the guideline sentencing range) because there exists an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into consideration by the Sentencing Commission in formulating the Guidelines. The defendant further understands that the Court, after consultation and consideration of the Sentencing Guidelines, must impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

**B. Estimated Guideline Calculation.**

The government and the defendant agree that the following is their present best estimate of the sentencing guidelines variables. These estimates shall not be binding on the Court, the Probation Office, or the parties:

1. Base Offense Level: 7 (2B1.1(a)(1).
2. Loss Amount: +10 or +12 (\$150,000-\$550,000 – 2B1.1(b)(1)(F),(G))
3. Government recommended variance: -2

The defendant is free to recommend to the Court whatever sentence he believes is appropriate under 18 U.S.C. § 3553(a).

1  
2 **VII. WAIVERS**

3 **A. Waiver of Constitutional Rights.**

4 The defendant understands that by pleading guilty he is waiving the following constitutional  
5 rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to  
6 be assisted at trial by an attorney, who would be appointed if necessary; (d) to pursue any affirmative  
7 defenses, Fourth Amendment or Fifth Amendment claims, constitutional challenges to the statutes of  
8 conviction, and other pretrial motions that have been filed or could be filed; (e) to subpoena witnesses to  
9 testify on his behalf; (f) to confront and cross-examine witnesses against him; and (g) not to be  
10 compelled to incriminate himself.

11 **B. Waiver of Appeal and Collateral Attack.**

12 The defendant understands that the law gives the defendant a right to appeal his guilty plea,  
13 conviction, and sentence. The defendant agrees as part of his plea(s), however, to give up the right to  
14 appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not  
15 exceed the statutory maximum for the offense to which he is pleading guilty. The defendant  
16 understands that this waiver includes, but is not limited to, any and all constitutional and/or legal  
17 challenges to the defendant's conviction and guilty plea, including arguments that the statutes to which  
18 defendant is pleading guilty are unconstitutional, and any and all claims that the statement of facts  
19 attached to this agreement is insufficient to support the defendant's plea of guilty. The defendant  
20 specifically gives up the right to appeal any order of restitution the Court may impose.

21 Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if  
22 one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the  
23 statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant  
24 understands that these circumstances occur infrequently and that in almost all cases this Agreement  
25 constitutes a complete waiver of all appellate rights.

26 In addition, regardless of the sentence the defendant receives, the defendant also gives up any  
27 right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any  
28 aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.



1 Notwithstanding the government's agreements in paragraph III.A above, if the defendant ever  
2 attempts to vacate his plea(s), dismiss the underlying charges, or modify or set aside his sentence on any  
3 of the counts to which he is pleading guilty, the government shall have the rights set forth in Section II.E  
4 herein.

5 **C. Waiver of Attorneys' Fees and Costs.**

6 The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-  
7 119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the  
8 investigation and prosecution of all charges in the above-captioned matter and of any related allegations  
9 (including without limitation any charges to be dismissed pursuant to this plea agreement and any  
10 charges previously dismissed).

11 **D. Impact of Plea on Defendant's Immigration Status.**

12 Defendant recognizes that pleading guilty may have consequences with respect to his  
13 immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes  
14 are removable offenses, including offense(s) to which the defendant is pleading guilty. The defendant  
15 and his counsel have discussed the fact that the charge to which the defendant is pleading guilty is an  
16 aggravated felony, or a crime that is likely to be determined to be an aggravated felony under 8 USC §  
17 1101(a)(43), and that while there may be arguments that defendant can raise in immigration proceedings  
18 to avoid or delay removal, it is virtually certain that defendant will be removed. Removal and other  
19 immigration consequences are the subject of a separate proceeding, however, and defendant understands  
20 that no one, including his attorney or the district court, can predict to a certainty the effect of his  
21 conviction on his immigration status. Defendant nevertheless affirms that he wants to plead guilty  
22 regardless of any immigration consequences that his plea may entail, even if the consequence is his  
23 automatic removal from the United States.

24 **VIII. ENTIRE PLEA AGREEMENT**

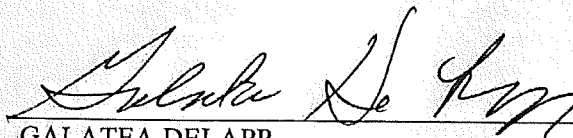
25 Other than this plea agreement, no agreement, understanding, promise, or condition between the  
26 government and the defendant exists, nor will such agreement, understanding, promise, or condition  
27 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and  
28 counsel for the United States.

1 IX. APPROVALS AND SIGNATURES

2 A. Defense Counsel.

3 I have read this plea agreement and have discussed it fully with my client. The plea agreement  
4 accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to  
5 plead guilty as set forth in this plea agreement.

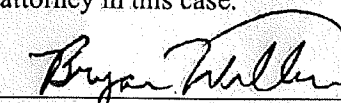
6 Dated: 7/8/2024

7   
8 GALATEA DELAPP  
9 Attorney for Defendant Bryan Williams  
10  
11 ///  
12 ///

11 B. Defendant:

12 I have read this plea agreement and carefully reviewed every part of it with my attorney. I  
13 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully  
14 understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my  
15 case. No other promises or inducements have been made to me, other than those contained in this plea  
16 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.  
17 Finally, I am satisfied with the representation of my attorney in this case.

18 Dated: 06/28/2024

19   
20 BRYAN WILLIAMS  
21 Defendant

21 C. Attorney for United States:

22 I accept and agree to this plea agreement on behalf of the government.

23 Dated: 8/27/24

24 PHILLIP A. TALBERT  
25 United States Attorney

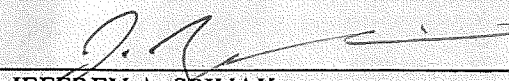
26   
27 JEFFREY A. SPIVAK  
28 Assistant United States Attorney



EXHIBIT "A"

Factual Basis for Plea(s)

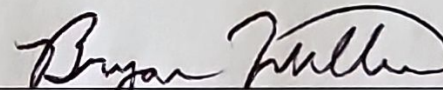
If this matter were to proceed to trial, the United States would establish the following facts beyond a reasonable doubt which the Defendant Bryan Williams (the defendant) admits are true and correct:

Between approximately 2013 and 2019, Defendant Bryan Williams served as the Treasurer of the Kern County Republican Central Committee (Central Committee) and the Kern County Young Republicans (Young Republicans). Between 2013 and 2019, the defendant knowingly participated in and devised a scheme to defraud the Central Committee and Young Republicans. Specifically, the defendant illegally and without authorization stole between approximately \$230,000 to \$435,000 in funds from the Central Committee and Young Republicans, and used the funds for his personal use.

In order to effectuate the scheme to fraud, the defendant wrote checks to himself drawn on Central Committee and Young Republicans bank accounts, and paid personal credit card expenses using on Central Committee and Young Republicans bank account funds. For many of the checks he wrote, he misrepresented the purpose of the checks, which misrepresentations were material, to cause the banks to clear business checks which were used for personal purposes. Additionally, in linking Central Committee and Young Republicans bank accounts to his own bank accounts, he misrepresented that he had legal ownership over the bank accounts and had lawful authorization to make the payments in question, which he did not. Throughout the course of the scheme, the defendant acted with the intent to defraud, that is the intent to deceive and cheat.

Based on or about December 19, 2018, in furtherance of the scheme to defraud, defendant deposited a \$1,525.00 check drawn on the Central Committee's bank account at JP Morgan Chase (ending in 9990), an FDIC-insured institution, into the defendant's checking account at Golden One Credit Union, an NCUA-insured institution. To conceal his fraud, he falsely indicated on the check, that the purpose of the check was for a business-related expense ("storage"), which it was not.

Dated: 02/28/2024

  
BRYAN WILLIAMS  
Defendant